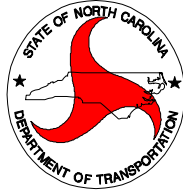


STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION



DIVISION 6 - DISTRICT 1

# CONTRACT PROPOSAL

## SMALL BUSINESS ENTERPRISE

**WBS NUMBERS:** 6.107840, 6.107820 & 6.207811

**ROUTE:** Various

**COUNTY:** Robeson

**DESCRIPTION:** Guardrail & Guiderail Installation and Maintenance

**BID OPENING:** Wednesday, November 7, 2012 @ 10:00 AM

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

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NAME OF BIDDER

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N.C. CONTRACTOR'S LICENSE NUMBER

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ADDRESS OF BIDDER

**RETURN BIDS TO: Mr. Tom Hay, Proposal Engineer  
NCDOT – Division 6  
P. O. Box 1150  
Fayetteville, North Carolina 28302**

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# **INSTRUCTIONS TO BIDDERS**

**PLEASE READ ALL INSTRUCTIONS CAREFULLY  
BEFORE PREPARING AND SUBMITTING YOUR BID.**

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner.  
**"DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!"**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number, **if required**
- 8 **Bids submitted by corporations shall bear the seal of the corporation on the W-9 and the Bid forms.**
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT P. O. BOX 1150, 558 GILLESPIE STREET, FAYETTEVILLE, NORTH CAROLINA 28302 BY 10:00 AM ON Wednesday, November 7, 2012.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**Guardrail & Guiderail Installation and Maintenance Contract  
Robeson County  
November 7, 2012 – 10:00 A.M.**

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N.C. DEPT. OF TRANSPORTATION  
MR. TOM HAY  
PROPOSAL ENGINEER  
NCDOT – DIVISION SIX  
P.O. BOX 1150  
FAYETTEVILLE, NORTH CAROLINA 28302**

## **AWARD OF CONTRACT**

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-11) of the Standard Specifications for Roads and Structures 2012. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

# **DIVISION CONTRACT**

## **General Provisions**

### **GENERAL**

This contract is for Guardrail & Guiderail installation and repairs on Interstate, Primary and Secondary routes in Robeson County.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, and the current editions of the North Carolina Department of Transportation Standard Specifications, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

### **STANDARD SPECIAL PROVISION**

#### **AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

### **BIDS**

In accordance with GS 136-28.1(b) and the provision of the Small Business Enterprise Program, if the total bid amount of the contract exceeds **\$500,000**, the bid will not be considered for award.

### **DISTRICT CONTACTS**

The District contact will be Mr. C. S. Miller, Jr., P.E., District Engineer, at (910) 618-5546.

### **CONTRACT TIMES AND LIQUIDATED DAMAGES**

**The date of availability for this project is the date of Purchase Order Issuance.** No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

**The completion date for this project is One Year from the date of Purchase Order Issuance.** At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year with a maximum contract period of three (3) years. The Engineer will notify the Contractor in writing before completion of the current contract if the contract is to be extended. No extensions will be authorized except as approved by the Engineer.

**The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays and Legal State holidays, or as directed by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.**

**Liquidated damages for this contract are Five Hundred Dollars (\$500.00) or One Thousand Dollars (\$1,000.00) per calendar day.**

In the event that the Contractor fails to respond within thirty (30) calendar days from the date of notification that routine "functional" repairs are needed, liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day may be charged against the Contractor for each calendar day beyond the allotted time, as stated above, which he fails to respond to the call for routine "functional" maintenance and repair work.

In the event that the Contractor fails to respond within seven (7) calendar days from the date of notification that emergency "non-functional" repairs are needed, liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per calendar day may be charged against the Contractor for each calendar day beyond the allotted time, as stated above, which he fails to respond to the call for emergency "non-functional" maintenance and repair work

## **FUNCTIONAL MAINTENANCE REPAIR**

The Engineer will notify the Contractor when routine "functional" maintenance and repair of guardrail is required. When notified that routine "functional" maintenance and repair is needed, the Contractor shall respond and begin repairs on the designated section(s) within thirty (30) calendar days after notification. Compensation for responding to routine maintenance and repair of guardrail will be made at the contract bid price for "Routine Functional Maintenance and Repair Mobilization." Functional Routine Maintenance and Repair Mobilization will be paid for on a lump sum basis. A list of repairs will be provided to the contractor upon notification. The lump sum price agreed upon will be paid for each individual list provided by the engineer of functional maintenance repair mobilization.

## **NON-FUNCTIONAL MAINTENANCE REPAIR**

When notified by the Engineer that non-functional emergency repairs are required, the Contractor shall respond and begin repairs of the designated section(s) within seven (7) calendar days after notification. Compensation for responding to non-functional emergency call back will be made at the contract bid price for "Non-functional Emergency Call Back Mobilization." Non-functional Emergency Call Back Mobilization will be paid for on a lump sum basis. A list of repairs will be provided to the contractor upon notification. The lump sum price agreed upon will be paid for each individual list provided by the engineer of a non-functional emergency call back.

## **CONTRACT PAYMENT AND PERFORMANCE BOND**

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for contracts of **\$500,000** or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for contracts of **\$500,000** or more. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

**The Department may waive the bonding requirement of Chapter 44A of the General Statutes.**

## **PROSECUTION AND PROGRESS**

The Contractor will be required to prosecute guardrail repairs at each work site, in a continuous and uninterrupted manner from the time he begins the work until completion and acceptance of repairs. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that The Contractor's operations are suspended in violation of the above provisions, a sum of **Two Hundred Fifty Dollars (\$250.00) per calendar day** will be charged to the Contractor for each and every calendar that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs due to increased public hazard resulting from a suspension of work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to begin the work on time.

## **CPI (PRICE ADJUSTMENT)**

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application by the contract, or sixty (60) days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve (12) month period as published by the US Bureau of Labor Statistics. If the amount of the requested adjustment is more than ten (10) percent, the Department of Transportation reserves the right to cancel this contract.

<ftp://ftp.bls.gov/pub/special.requests/cpi/cpi.ai.txt>

**The CPI will be determined from a 12-month period. Example below:**

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
<b>2009</b>	211.1	212.2	212.7	213.2	213.8	215.7	215.3	215.8	215.9	216.2	216.3	215.9
<b>2010</b>	216.7	216.7	217.6	218.0	218.2	217.9	218.0	218.3	218.4	218.7	218.8	219.2
<b>2011</b>	220.2	221.3	223.4	224.9	225.9	225.7	225.9					

<b>CPI for current period</b>	225.7
<b>Less CPI for previous period</b>	<u>217.9</u>
<b>Equals index point change</b>	7.8
<b>Divided by previous period CPI</b>	217.9
<b>Equals</b>	0.0358
<b>Result multiplied by 100</b>	<u>0.0358 x 100</u>
<b>Equals percentage change</b>	3.58

**All line items in this contract will be adjusted by the calculated percentage at the time of renewal for CPI (Price Adjustment).**

## **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

## **INSPECTION**

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

## **BANKRUPTCY**

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

## **DEBARMENT STATEMENT**

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

## **TEMPORARY SUSPENSION OF WORK**

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10

## **SAFETY AND ACCIDENT PROTECTION**

In accordance with Article 107-21 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

## **POSTED WEIGHT LIMITS**

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

## **SUBLETTING OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

## **CLAIMS FOR ADDITIONAL COMPENSATION**

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

## **GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

## **EXTENSION OF CONTRACT TIME**

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

## **INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgement and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgement, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

## **TRAFFIC CONTROL AND WORK ZONE SAFETY**

**Lane closures are not allowed before 8:30 AM or after 4:30 PM Monday through Thursday. Lane closures are not allowed on Friday or the day before a state recognized holiday before 8:30 AM or after 3:00 PM. Lane closures shall not be allowed during any unexpected occurrence that creates unusually high traffic volumes, as determined by the Engineer. Any exceptions shall be requested by the contractor in writing and approved by the Engineer or his duly authorized agent.**

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.



Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

**All contractor personnel will be required to wear a Class II ANSI approved safety vest while working within the NCDOT Right of Way.**

## **CONFORMITY WITH THE CONTRACT**

The presence of the engineer or an inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the provisions of this contract. Should the engineer or inspector fail to point out work that does not conform with the plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory work when discovered. The contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

## **UTILITY CONFLICTS**

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

## **DEFAULT OF CONTRACT**

The Department of Transportation shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

## **MATERIALS AND TESTING**

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

All steel products which are permanently incorporated into this project shall be domestically produced. The Contractor shall furnish a notarized certification certifying that steel products conform to this requirement.

**The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.**

## LIABILITY INSURANCE

(11-18-08)

SP1G80

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any subcontractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

## SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours' notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

## PAYMENT AND RETAINAGE

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

**The completed form DBE-IS, must be submitted with all invoices. For each site repaired, a separate material breakdown shall be provided including the sequence number, date and location of accident.**

Invoices shall be submitted to the following:

**N.C. Department of Transportation  
Division 6 – District 1  
ATTENTION: Mr. C. S. Miller, Jr., PE  
P.O. Box 2157  
Lumberton, N.C. 28359**

# **DIVISION CONTRACT**

## **Special Provisions**

### **SMALL BUSINESS ENTERPRISE PROGRAM**

Bids are being solicited for this project under the provisions of the NCDOT Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman or disabled business to qualify for this Program, but you must have had an annual income of \$1,500,000 or less for the previous calendar year.

**Under the provisions of this program, a NC General Contractor's License is not required.**

**Under the provisions of this Program, contract payment and contract performance bonds are not required.**

**Under the provisions of this Program, your firm is required to be certified with the Contractual Services Unit prior to bidding on this contract. The Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.**

### **INTERPRETATION OF QUANTITIES IN BID FORM**

The quantities appearing in the bid form are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

**Projects will become available throughout the year at various locations in Robeson County. The department will notify the winning bidder when work is available.**

### **COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS**

The Contractor must cooperate with State forces and other Contractors working within the limits of this project as directed by the Engineer.

### **PRESERVATION OF PROPERTY**

The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to properties, such as, but not limited to, mailboxes, fences, gates, vehicles, driveways, etc. shall immediately be restored to the previously existing condition by the contractor. No payment will be made to the Contractor for such restorative work.

### **STEEL BEAM GUARDRAIL**

Steel beam guardrail shall be installed in accordance with Section 862 of the Standard Specifications and Roadway Standard Drawing 862.01, 862.02 and 862.03 Guardrail materials shall conform to Section 1046 of the Standard Specifications.

Rail elements shall be erected to produce a smooth continuous rail paralleling the line and grade of the highway surface or as shown on the plans. Rail elements shall be lapped in the direction of traffic.

Galvanized guardrail elements that have been scarred, scratched, or abraded shall be cleaned of all loose spelter coat and rust, and painted with two coats of zinc rich paint.

The Contractor shall not begin work on any section of guardrail until preparations have been made to complete the installation of the section, including posts, rail, and anchors, as a continuous operation. Once work has been initiated on a section, the work shall be prosecuted to its completion unless inclement weather or other conditions beyond the control of the Contractor interfere with the work. If the Contractor is unable to complete a section due to inclement weather or conditions beyond his control he shall take measures acceptable to the Engineer to provide warning and safety to motorists.

The Contractor shall dismantle and remove damaged and/or existing guardrail and all components; including concrete anchors, metal anchor sleeves, or anchor plates, at locations directed by the Engineer. The Contractor shall exercise care not to damage adjoining structures or other appurtenances. Any damage caused by the Contractor shall be repaired at no cost to the Department. All damaged guardrail and components which have been removed by the Contractor shall become the property of the Contractor and shall be disposed of in a timely manner.

There will be no direct payment for removing and disposing of damage and / or existing guardrail as this work shall be considered incidental to the work covered by this section. **The Contractor shall include the cost of removing and disposing of damaged and/or existing guardrail and components in the unit price bid for the various guardrail items included in this contract.**

When guardrail installation and/or repairs are to be performed in an area where the Engineer has determined that a full lane closure is required, the Contractor shall provide a full lane closure in accordance with Std. 1101.02 of the Standard Drawings.

Compensation for providing a full lane closure will be made at the contract bid price for "Traffic Control (Full Lane Closure Multi Lane)" or "Traffic Control (Full Lane Closure Two Lane)" and will be full compensation for all work covered by this section, including but not limited to furnishing , installing ,maintaining, relocating and removing all signs, barricades, drums, cones, flashing arrow boards, message boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the maintenance and/or repair work and protect the public. Traffic Control (Full Lane Closure Multi Lane) and/or Traffic Control (Full Lane Closure Two Lane) will be paid for on a per each basis. The per each price agreed upon will be paid for each day the Contractor is required provide a full lane closure

Posts shall be replaced in kind as those removed. Intermixing of wooden and steel posts will not be allowed except for end treatments placed on guardrail with steel posts.

The Contractor shall replace damaged guardrail end units and anchor units with the current NCDOT standard application.

The guardrail anchor units to be paid for will be the actual number of units which have been completed and accepted. No separate measurement will be made of any rail, terminal sections, posts, offset blocks, concrete, hardware, or any other components of the completed unit within the pay limits as shown on the plans as all such components will be considered to be part of the unit.

All bid items listed on the bid sheet shall include all necessary incidental hardware to complete the guardrail repairs. The Contractor shall take this into consideration when submitting the bid.

The Contractor shall furnish and install Bracket Type Guardrail Delineators (crystal or yellow) and Yellow Reflective Sheeting for End Delineation as directed by the Engineer. This work shall be in accordance with Std. 1261.01, Std. 1261.02 and Std. 1262.01 of the Standard Drawings. There will be no direct payment for furnishing and installing delineators and reflective sheeting as this work shall be considered incidental to the work covered by this section. **The Contractor shall include the cost of furnishing and installing delineators and reflective sheeting in the unit bid price for the various guardrail items included in this contract.**

Any work performed in an unsatisfactory manner could be a basis for cancellation of the contract. Any damage to adjacent shoulders, medians, paved areas, or other facilities shall be repaired or replaced by the Contractor to the satisfaction of the Engineer.

When practical, the Contractor shall reuse any functional part for repair as directed by the Engineer. Payment shall be made as "Re-hang End Unit" listed as a contingent bid item. Additional bolts, washers, and nuts necessary to perform the "re-hang End Unit" will be paid for as "Guardrail Mounting Bolt, Washer, Nut".

## **CABLE GUIDERAIL**

Cable Guiderail shall be installed in accordance with Section 865 of the Standard Specifications and attached drawings. All concrete for cable guiderail anchor units shall be class A meeting the requirements of Section 1000 if the Standard Specifications.

The Contractor shall dismantle; remove damaged, and/or reset existing components, at locations directed by the Engineer. The Contractor shall exercise care not to damage adjoining structures or other appurtenances. Any damage caused by the Contractor shall be repaired at no cost to the Department. All damaged guiderail and components that have been removed by the Contractor shall become property of the Contractor and shall be disposed of in a timely manner.

There will be no direct payment for the removing and disposing of damaged and/or existing guiderail as this work shall be considered incidental to the work covered by this section. **The Contractor shall include the cost of removing and disposing damaged and/or existing guiderail and components in the unit price bid for the various guiderail items included in this contract.**

The Item "Cable Guiderail Posts" shall include the removal of damaged posts and replacing with new posts, attaching existing cable-rail, and all hardware needed to complete this work.

Posts replaced shall be of like kind as those removed.

Quantities will be paid at unit bid price under:

"Cable Guiderail Posts," per each,  
"Re-tensioning Cable Guiderail," per each,  
"Cable Guiderail Splices," per each,  
"Cable Guiderail Anchor Units," per each.

Payment will be full compensation for all work covered by this provision including but not limited to erecting posts, cable, miscellaneous hardware, concrete and all incidentals necessary to complete this work.

When practical, the Contractor shall reuse any functional part for repair as directed by the Engineer.

Re-tensioning of cable guiderail shall be performed in accordance with standard drawing 865.01. At the Engineer's discretion, the Contractor shall receive written approval from the Engineer or his duly authorized representative prior to re-tensioning. **The Engineer or his duly authorized representative shall be present to inspect the actual re-tensioning work. Failure of the Contractor to request and receive prior written approval for re-tensioning may result in non-payment of "Re-tensioning cable guiderail" for the location(s) in question and may require an on-site inspection and tension check by the contractor at no cost to the Department of Transportation.**

## **GUARDRAIL ANCHOR UNITS, TYPE 350**

The contractor shall furnish and install guardrail anchor units in accordance with the details of the plans, the applicable requirements of Section 862 of the Standard Specifications, and at locations shown in the plans. The contractor, at his option, may furnish any one of the guardrail anchor units:

Guardrail anchor units as manufactured by:

- TRINITY INDUSTRIES, INC.  
2525 N. STEMMONS FREEWAY  
DALLAS, TEXAS 75207
- CENTRAL FABRICATORS  
P.O. BOX 849  
KOSCIUSKO, MISSISSIPPI 39090

Installation shall be performed in accordance with the details in the plans and details and assembling instructions furnished by the Manufacturer. Guardrail end delineation is required on all approach and trailing end guardrail buffer end sections. Guardrail end delineation shall consist of yellow reflective sheeting applied to the entire buffer end section of the guardrail in accordance with Section 1088.3 of the Standard Specifications and shall be incidental to the cost of the guardrail anchor unit.

Quantities will be paid at unit bid price per each.

The contractor shall replace damaged guardrail end units and anchor units with the current NCDOT Standard application.

When practical, the Contractor shall reuse any functional part for repair as directed by the Engineer. Payment shall be made as "Re-hang End Unit" listed as a contingent bid item. Additional bolts, washers, and nuts necessary to perform the "Re-hang End Unit" will be paid for as "Guardrail Mounting Bolt, Washer, Nut".

## TUBULAR THRIE-BEAM

The item shall be installed in accordance with the following Standard Drawing titled "*DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL*." The Contractor shall adhere to all specifics listed in the STEEL BEAM GUARDRAIL provision for the installation of the Tubular Thrie-Beam. Post shall be incidental to the cost of the Tubular Thrie-Beam and no additional payment shall be provided for the steel post.

A separate pay item for cushion blocks is available, therefore, compensation shall be provided for each cushion block replaced. Replace only those that were damaged, or at the request of the Engineer.

Basis of payment for the Tubular Thrie-Beam shall be for the unit bid price per linear foot. Basis of payment for the Cushion Block shall be for the unit bid price per each.

## AWARD OF CONTRACT

The basis for award of this contract will be determined by multiplying the unit bid prices by the quantities given and comparing the total amount bid for the following items:

- Routine Functional Maintenance and Repair Mobilization
- Emergency Non-functional Call Back Mobilization
- Traffic Control (Full Lane Closure Multi Lane)
- Traffic Control (Full Lane Closure Two Lane)
- Steel Beam Guardrail (With Steel Posts)
- Steel Beam Guardrail (With Wooden Posts)
- Steel Beam Guardrail, Shop Curved (Various Radii)
- Weak Post Double Faced Guardrail
- Guardrail Anchor Units, Type CAT-1
- Guardrail Anchor Units, Type AT-1
- Guardrail Anchor Units, Type 350
- Guardrail Anchor Units, Type M-350
- Cable Guardrail Posts
- Re-tensioning Cable Guardrail
- Cable Guardrail Splices
- Cable Guardrail Anchor Unit
- "J" Hooks for Cable Guardrail
- Additional Guardrail Posts & Blocks (Steel)
- Additional Guardrail Weak Posts
- Steel Beam Guardrail (Rail Only)

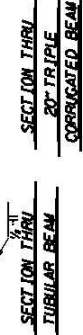
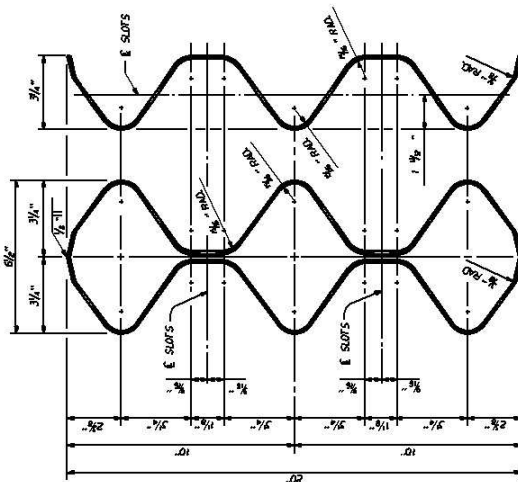
All other items are listed for contingent bids. The Contractor may be required to furnish and install these items if it is determined by the Engineer to be necessary. **NOTE: Bids are required on all contingent items. Any proposals which do not have a bid for contingent items will be considered non-responsive and will not be considered for award of contract.**

The quantities listed are for bidding purposes only. The actual quantities will be determined by the Engineer.

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
N. C.			
F. A. PROJ. NO.			

GENERAL NOTES :

1. THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SECTION SHALL BE FABRICATED BY WELDING 10" X 20" TRIPLE CORRUGATED BEAM TO THE RAIL. THE BEAM SHALL BE WELDED TO THE TOP OF THE RAIL. THE WELD SHALL BE 1/8" MIN. WELD BEHIND THE BEAM. THE WELD SHALL BE 1/8" MIN. WELD BEHIND THE BEAM. THE WELD SHALL BE 1/8" MIN. WELD BEHIND THE BEAM.
2. THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 18" LONG.
3. THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 18" LONG.
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10. THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 18" LONG.
11. THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 18" LONG.
12. THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 18" LONG.
13. THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 18" LONG.
14. THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 18" LONG.
15. THE 20" TRIPLE TUBULAR CORRUGATED BEAM RAIL SHALL BE 18" LONG.

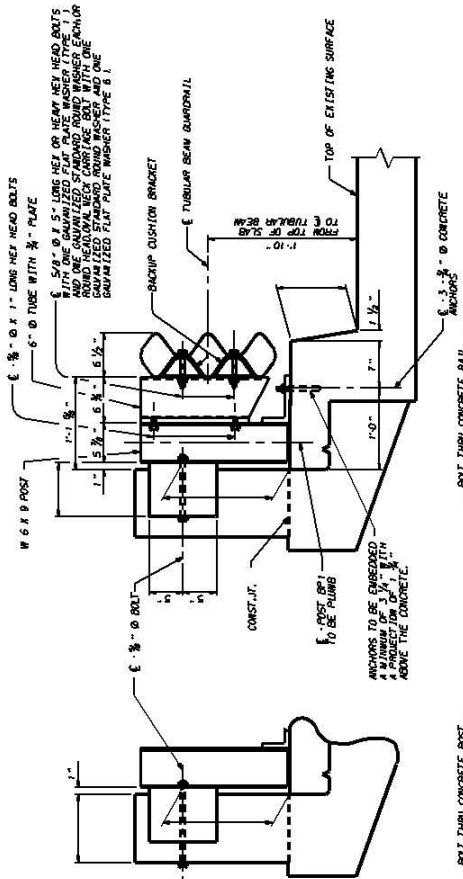


12. 1. FOR CONCRETE ANCHORED BOLTS OR DOMELS, SEE ROADWAY SPECIFICATIONS.
13. 2. THE ANCHORS SHALL BE TESTED AS FOLLOWS:
  - a. THE CONTRACTOR SHALL TEST 82 OF THE TOTAL NUMBER OF BOLTS.
  - b. IN THE ROADWAY SPECIAL PROVISIONS.
  - c. THE ANCHOR BEING TESTED SHALL WITHSTAND A LOAD EQUAL TO THE LOAD SPECIFIED IN THE ROADWAY SPECIAL PROVISIONS.
  - d. THE SUCCESSFULLY TESTED ANCHOR MAY BE USED IN THE FINAL CONSTRUCTION.
  - e. IF THE ANCHOR FAILS THE TEST, THE TEST AREA SHALL BE REPAIRED AS DAMAGED CONCRETE. (SEE GENERAL NOTES)
  - f. RECOMMENDATIONS SHALL BE FOLLOWED. WHEN/AND, BUT THE MANUFACTURER'S RECOMMENDATIONS SHALL BE FOLLOWED.
  - g. THE 3/4" DIAMETER CONCRETE ANCHORS SHALL CONSIST OF A STUD, THREADED AND WELDED TO A PLATE, WHICH SHALL BE WELDED TO A 12" DIA. PLATE, GALVANIZED TO CONFORM TO THE REQUIREMENTS OF ASTM A 153.
  - h. AT THE CONTRACTOR'S OPTION, STAINLESS STEEL ANCHORS MAY BE USED AS LONG AS THEY MEET OR EXCEED THE MECHANICAL REQUIREMENTS FOR THE UNWELDED ANCHORS.
  - i. THE USE OF THIS ALTERNATE SHALL BE APPROVED BY THE ENGINEER.
  - j. EMBEDMENT ANCHORS WILL NOT BE PERMITTED.

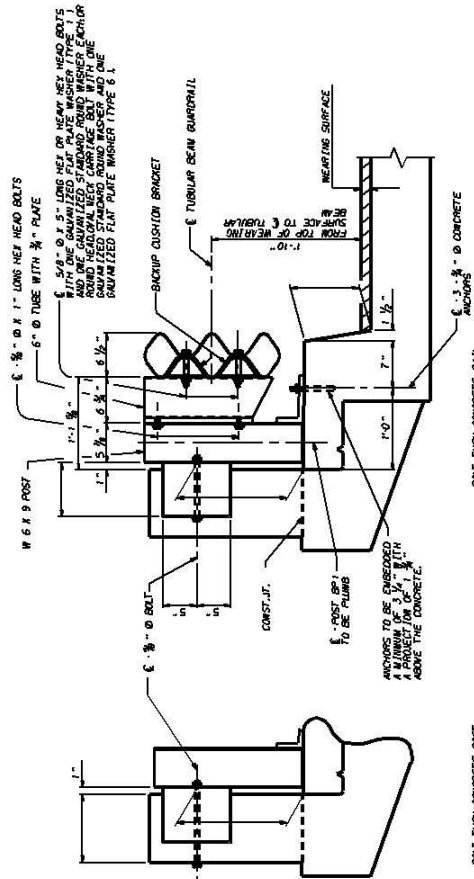
NOTES:

TUBULAR BEAM POSTS ARE TO BE MOUNTED AGAINST THE EXISTING CONCRETE RAIL. HOLES FOR THE 5/8" DIAMETER BOLTS, THRU THE EXISTING CONCRETE RAIL OR POST, SHALL BE 3/4" DIAMETER.

5/8" DIAMETER BOLTS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-307 AND SHALL BE GALVANIZED TO CONFORM TO THE REQUIREMENTS OF ASTM A-153.



**RETROFIT EXISTING RAIL WITH TUBULAR BEAM GUARDRAIL**



**RETROFIT EXISTING RAIL WITH TUBULAR BEAM GUARDRAIL**

[illegible]

## **SPECIAL PROVISION**

### **ERRATA**

(1-17-12)

Z-4

Revise the *2012 Standard Specifications* as follows:

#### **Division 2**

**Page 2-7, line 31, Article 215-2 Construction Methods**, replace “Article 107-26” with “Article 107-25”.

**Page 2-17, Article 226-3, Measurement and Payment, line 2**, delete “pipe culverts,”.

**Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows:** **Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

#### **Division 6**

**Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments**, replace “30” with “45”.

**Page 6-10, line 42, Subarticle 609-6(C)(2)**, replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

**Page 6-11, Table 609-1 Control Limits**, replace “Max. Spec. Limit” for the Target Source of  $P_{0.075}/P_{be}$  Ratio with “1.0”.

#### **Division 10**

**Page 10-74, Table 1056-1 Geotextile Requirements**, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

#### **Division 12**

**Page 12-8, Table 1205-4 and 1205-5**, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

#### **Division 17**

**Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center**, delete this subarticle.



## **STANDARD SPECIAL PROVISION**

### **PLANT AND PEST QUARANTINES**

#### **(Imported Fire Ant, Gypsy Moth, Witchweed, and Other Noxious Weeds)**

(3-18-03)

Z-04a

#### **Within quarantined area**

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

#### **Originating in a quarantined county**

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

#### **Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

#### **Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

## **STANDARD SPECIAL PROVISION**

### **MINIMUM WAGES**

(7-21-09)

Z-5

**FEDERAL:** The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Secretary/Assistant Secretary

*Select appropriate title*

\_\_\_\_\_  
President/Vice President/Assistant Vice  
President

*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this  
the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of

\_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID, NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**PARTNERSHIP**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

_____	
Full Name of Partnership	
_____	
Address as Prequalified	
_____	By _____
Signature of Witness	Signature of Partner
_____	_____
Print or type Signer's name	Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this  
the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_  
County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

Signature  
of Manager

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of  
\_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years,** and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	<hr/>		<hr/>
	Name of Joint Venture		
(2)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		
	Address as Prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(3)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		
	Address as Prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(4)	<hr/>		<hr/>
	<hr/>		
	Name of Contractor (for 3 Joint Venture only)		
	<hr/>		
	Address as Prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**

*Affidavit must be notarized for Line (2)*

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (3)*

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (4)*

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_

Individual name

Trading and doing business as

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_

Address as Prequalified

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Signature of Contractor, Individually

\_\_\_\_\_

Print or type Signer's name

\_\_\_\_\_

Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this  
the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Name of  
Contractor

\_\_\_\_\_

Print or type Individual name

\_\_\_\_\_

Address as Prequalified

\_\_\_\_\_

Signature of Contractor, Individually

\_\_\_\_\_

Print or type Signer's Name

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this  
the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

## DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

**FORM W-9**

[Rev. 1-92; Rev. 10-94  
for Division Contract Use]

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9 Digit Taxpayer Identification Number

Social Security Number \_\_\_\_\_

Federal Employer Identification Number \_\_\_\_\_

Business Designation (Check One)

_____ Individual	(Requires SSN)
_____ Sole Proprietorship	"
_____ Partnership	(Requires Federal Tax ID)
_____ Estate/Trust	"
_____ Corporation	"
_____ Public Service Corporation	"
_____ Governmental/Non-Profit	"

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

\_\_\_\_\_  
Name (Print or Type) Title (Print or Type)

\_\_\_\_\_  
Signature Date Telephone Number

**State of North Carolina**  
**Department of Transportation**  
**Subcontractor Payment Information**  
North Carolina Department of Transportation  
Division 6, District 1  
Post Office Box 2157  
Lumberton, NC 28359

Firm Invoice No. Reference \_\_\_\_\_  
NCDOT PO / Contract Number \_\_\_\_\_  
WBS No. (State Project No.) \_\_\_\_\_  
  
Signed \_\_\_\_\_

Invoice Line Item Reference	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor /Subconsultant /Material Supplier This Invoice
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

**Total Amount Paid to Subcontractor Firms**      \$ \_\_\_\_\_

**NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.**  
**I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/ Subconsultants/Material Suppliers on the above referenced project.**

<b>Signature</b> _____	<b>Title</b> _____
<b>Print Name</b> _____	<b>Date</b> _____



# PAYMENT REQUEST

WBS ELEMENT NO. \_\_\_\_\_

PARTIAL

☐

FINAL

☐

Bill To:

NCDOT-C.S. Miller, Jr., P.E.

PO Box 2157, Lumberton, NC 28359

Pay Request No. \_\_\_\_\_

Contractor's Name and Mailing Address

Period from: \_\_\_\_\_ to \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Purchase Order Amount: \$ \_\_\_\_\_

Supplementals: \$ \_\_\_\_\_

FUNC CODE	LINE	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY	UNIT PRICE	TOTAL AMOUNT

Total Amount to Date

\$ \_\_\_\_\_

Less 5 % Retainage

Less Previous Payments

Less Anticip. Liq. Dam.

AMOUNT DUE THIS PAYMENT

\$

## PAYMENTS TO DBE/MBE/WBE SUBCONTRACTORS

Payor Fed Tax Id:	Name:	Payee Fed Tax Id:	Name:	Amount Paid

Contractor's Authorized Representative: \_\_\_\_\_

(Date)

Payment Recommended By: \_\_\_\_\_

(Date)

Page

of

# NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

## CONTRACT BID FORM

**WBS Number:** 6.107840, 6.107820, and 6.207811  
**Location:** Robeson County  
**Description:** Guardrail & Guiderail Installation and Maintenance

<b>WBS Number: 6.107840 (Interstate)</b>						
<b>ITEM</b>	<b>SECT</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT BID</b>
1.	800	Routine Functional Maintenance and Repair Mobilization	18	EA		
2.	800	Emergency Non-Functional Mobilization	15	EA		
3.	SP	Traffic Control (Full Lane Closure Multi Lane)	10	EA		
4.	SP	Traffic Control (Full Lane Closure Two Lane)	10	EA		
5.	862	Steel Beam Guardrail (With Steel Posts)	1100	LF		
6.	862	Steel Beam Guardrail (With Wooden Posts)	30	LF		
7.	862	Steel Beam Guardrail, Shop Curve (Various Radii)	30	LF		
8.	SP	Weak Post Double Face Guardrail	50	LF		
9.	862	Guardrail Anchor Units, Type CAT-1	3	EA		
10.	862	Guardrail Anchor Units, Type AT-1	3	EA		
11.	SP	Guardrail Anchor Units, Type 350	10	EA		
12.	SP	Guardrail Anchor Units, Type M-350	3	EA		
13.	SP	Cable Guiderail posts	600	EA		
14.	SP	Re – tensioning cable guiderail	180	EA		
15.	SP	Cable Guiderail Splices	5	EA		
16.	SP	Cable Guiderail Anchor Units	3	EA		
17.	SP	“J” Hooks for Cable Guiderail	50	EA		
18.	862	Additional Guardrail Posts & Blocks (Steel)	50	EA		
19.	SP	Additional Guardrail Weak Posts	20	EA		
20.	862	Steel Beam Guardrail (Rail Only)	2,500	LF		
<b>SUBTOTAL</b>						

**NOTE:** Bids are required on all contingent items. Any proposals which do not have a bid for contingent items will be considered non-responsive and will not be considered for award of contract. The Contractor shall note that the above mentioned quantities are used only for determination of the low bidder.

# NORTH CAROLINA DEPARTMENT OF TRANSPORTATION CONTRACT BID FORM

**WBS Number:** 6.107840, 6.107820, and 6.207811  
**Location:** Robeson County  
**Description:** Guardrail & Guiderail Installation and Maintenance

<b>WBS Number: 6.107820 (Primary)</b>						
<b>ITEM</b>	<b>SECT</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT BID</b>
1.	800	Routine Functional Maintenance and Repair Mobilization	5	EA		
2.	800	Emergency Non-Functional Mobilization	1	EA		
3.	SP	Traffic Control (Full Lane Closure Multi Lane)	1	EA		
4.	SP	Traffic Control (Full Lane Closure Two Lane)	1	EA		
5.	862	Steel Beam Guardrail (With Steel Posts)	400	LF		
6.	862	Steel Beam Guardrail (With Wooden Posts)	1	LF		
7.	862	Steel Beam Guardrail, Shop Curve (Various Radii)	1	LF		
8.	SP	Weak Post Double Face Guardrail	30	LF		
9.	862	Guardrail Anchor Units, Type CAT-1	1	EA		
10.	862	Guardrail Anchor Units, Type AT-1	1	EA		
11.	SP	Guardrail Anchor Units, Type 350	1	EA		
12.	SP	Guardrail Anchor Units, Type M-350	1	EA		
13.	SP	Cable Guiderail posts	100	EA		
14.	SP	Re – tensioning cable guiderail	10	EA		
15.	SP	Cable Guiderail Splices	1	EA		
16.	SP	Cable Guiderail Anchor Units	1	EA		
17.	SP	“J” Hooks for Cable Guiderail	30	EA		
18.	862	Additional Guardrail Posts & Blocks (Steel)	50	EA		
19.	SP	Additional Guardrail Weak Posts	5	EA		
20.	862	Steel Beam Guardrail (Rail Only)	300	LF		
<b>SUBTOTAL</b>						

**NOTE:** Bids are required on all contingent items. Any proposals which do not have a bid for contingent items will be considered non-responsive and will not be considered for award of contract. The Contractor shall note that the above mentioned quantities are used only for determination of the low bidder.

# NORTH CAROLINA DEPARTMENT OF TRANSPORTATION CONTRACT BID FORM

**WBS Number:** 6.107840, 6.107820, and 6.207811  
**Location:** Robeson County  
**Description:** Guardrail & Guiderail Installation and Maintenance

## WBS Number: 6.207811 (Secondary)

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1.	800	Routine Functional Maintenance and Repair Mobilization	2	EA		
2.	800	Emergency Non-Functional Mobilization	1	EA		
3.	SP	Traffic Control (Full Lane Closure Multi Lane)	1	EA		
4.	SP	Traffic Control (Full Lane Closure Two Lane)	1	EA		
5.	862	Steel Beam Guardrail (With Steel Posts)	100	LF		
6.	862	Steel Beam Guardrail (With Wooden Posts)	1	LF		
7.	862	Steel Beam Guardrail, Shop Curve (Various Radii)	1	LF		
8.	SP	Weak Post Double Face Guardrail	20	LF		
9.	862	Guardrail Anchor Units, Type CAT-1	1	EA		
10.	862	Guardrail Anchor Units, Type AT-1	1	EA		
11.	SP	Guardrail Anchor Units, Type 350	1	EA		
12.	SP	Guardrail Anchor Units, Type M-350	1	EA		
13.	SP	Cable Guiderail posts	50	EA		
14.	SP	Re – tensioning cable guiderail	10	EA		
15.	SP	Cable Guiderail Splices	1	EA		
16.	SP	Cable Guiderail Anchor Units	1	EA		
17.	SP	“J” Hooks for Cable Guiderail	20	EA		
18.	862	Additional Guardrail Posts & Blocks (Steel)	5	EA		
19.	SP	Additional Guardrail Weak Posts	5	EA		
20.	862	Steel Beam Guardrail (Rail Only)	200	LF		
<b>SUBTOTAL</b>						

**NOTE:** Bids are required on all contingent items. Any proposals which do not have a bid for contingent items will be considered non-responsive and will not be considered for award of contract. The Contractor shall note that the above mentioned quantities are used only for determination of the low bidder.

***TOTAL BID FOR PROJECT:*** \_\_\_\_\_ **(To include subtotals from pages 30 to 32)**



**PURCHASE ORDER CONTRACT BID FORM  
(CONTINUED...) "CONTINGENT ITEMS"**

<b>WBS Number: 6.107840 (Interstate)</b>						
<b>ITEM</b>	<b>SECT</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT BID</b>
21.	862	Additional Guardrail Posts & Blocks (Wooden)	1	EA		
22.	862	Additional Steel Blocks	1	EA		
23.	862	Additional Wooden Blocks	1	EA		
24.	862	Buffer End Section For CAT-1, AT-1 Anchor Units (Std. 862.02)	1	EA		
25.	862	Typical End Shoe (Std. 862.02)	1	EA		
26.	862	Terminal End Section	1	EA		
27.	862	Guardrail with Pre-punched Holes for Cable Assembly (Rail Only)	1	LF		
28.	862	Structure Anchor Unit, Type III (Approach End)	1	EA		
29.	862	Structure Anchor Unit, Type XI (Approach End)	1	EA		
30.	862	Structure Anchor Unit, Type XIII (Trailing End)	1	EA		
31.	862	Guardrail Structure Post	1	EA		
32.	SP	Non-Gating Impact Attenuator Unit	1	EA		
33.	862	W-TR Steel Beam Guardrail Transition Section	1	EA		
34.	862	Triple Corrugated Steel Beam Guardrail	1	LF		
35.	862	Triple Corrugated Guardrail Terminal Section	1	EA		
36.	SP	Re-setting Existing Rail	1	EA		
37.	SP	New Cable Guardrail	1	LF		
38.	SP	Guardrail Mounting Bolt, Washer, Nut	1	EA		
39.	SP	Re-hang End Unit	1	EA		
40.	SP	Tubular Thrie-Beam (With Steel Post)	50	LF		
41.	SP	Cushion Blocks for Tubular Thrie Beam (6" Tube with ¾" Plate)	20	EA		
<b>SUBTOTAL</b>						

**PURCHASE ORDER CONTRACT BID FORM  
(CONTINUED...) "CONTINGENT ITEMS"**

**WBS Number: 6.107820 (Primary)**

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
21.	862	Additional Guardrail Posts & Blocks (Wooden)	1	EA		
22.	862	Additional Steel Blocks	1	EA		
23.	862	Additional Wooden Blocks	1	EA		
24.	862	Buffer End Section For CAT-1, AT-1 Anchor Units (Std. 862.02)	1	EA		
25.	862	Typical End Shoe (Std. 862.02)	1	EA		
26.	862	Terminal End Section	1	EA		
27.	862	Guardrail with Pre-punched Holes for Cable Assembly (Rail Only)	1	LF		
28.	862	Structure Anchor Unit, Type III (Approach End)	1	EA		
29.	862	Structure Anchor Unit, Type XI (Approach End)	1	EA		
30.	862	Structure Anchor Unit, Type XIII (Trailing End)	1	EA		
31.	862	Guardrail Structure Post	1	EA		
32.	SP	Non-Gating Impact Attenuator Unit	1	EA		
33.	862	W-TR Steel Beam Guardrail Transition Section	1	EA		
34.	862	Triple Corrugated Steel Beam Guardrail	1	LF		
35.	862	Triple Corrugated Guardrail Terminal Section	1	EA		
36.	SP	Re-setting Existing Rail	1	EA		
37.	SP	New Cable Guardrail	1	LF		
38.	SP	Guardrail Mounting Bolt, Washer, Nut	1	EA		
39.	SP	Re-hang End Unit	1	EA		
40.	SP	Tubular Thrie-Beam (With Steel Post)	10	LF		
41.	SP	Cushion Blocks for Tubular Thrie Beam (6" Tube with ¾" Plate)	5	EA		
<b>SUBTOTAL</b>						

**PURCHASE ORDER CONTRACT BID FORM  
(CONTINUED...) "CONTINGENT ITEMS"**

<b>WBS Number: 6.207811 (Secondary)</b>						
<b>ITEM</b>	<b>SECT</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT BID</b>
21.	862	Additional Guardrail Posts & Blocks (Wooden)	1	EA		
22.	862	Additional Steel Blocks	1	EA		
23.	862	Additional Wooden Blocks	1	EA		
24.	862	Buffer End Section For CAT-1, AT-1 Anchor Units (Std. 862.02)	1	EA		
25.	862	Typical End Shoe (Std. 862.02)	1	EA		
26.	862	Terminal End Section	1	EA		
27.	862	Guardrail with Pre-punched Holes for Cable Assembly (Rail Only)	1	LF		
28.	862	Structure Anchor Unit, Type III (Approach End)	1	EA		
29.	862	Structure Anchor Unit, Type XI (Approach End)	1	EA		
30.	862	Structure Anchor Unit, Type XIII (Trailing End)	1	EA		
31.	862	Guardrail Structure Post	1	EA		
32.	SP	Non-Gating Impact Attenuator Unit	1	EA		
33.	862	W-TR Steel Beam Guardrail Transition Section	1	EA		
34.	862	Triple Corrugated Steel Beam Guardrail	1	LF		
35.	862	Triple Corrugated Guardrail Terminal Section	1	EA		
36.	SP	Re-setting Existing Rail	1	EA		
37.	SP	New Cable Guardrail	1	LF		
38.	SP	Guardrail Mounting Bolt, Washer, Nut	1	EA		
39.	SP	Re-hang End Unit	1	EA		
40.	SP	Tubular Thrie-Beam (With Steel Post)	10	LF		
41.	SP	Cushion Blocks for Tubular Thrie Beam (6" Tube with ¾" Plate)	5	EA		
<b>SUBTOTAL</b>						

**TOTAL BID FOR PROJECT:**\_\_\_\_\_ (To include subtotals from pages 33 to 35)

Sheet 6 of 7

Contractor\_\_\_\_\_

Address\_\_\_\_\_

Federal Identification Number\_\_\_\_\_ Contractors License Number \_\_\_\_\_

Authorized Agent\_\_\_\_\_ Title\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

Witness\_\_\_\_\_ Title\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

---

**THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

*This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications.*

**Reviewed by**\_\_\_\_\_ **Date**\_\_\_\_\_

**Accepted by NCDOT**\_\_\_\_\_ **Date**\_\_\_\_\_

DIVISION ENGINEER